

# **COLLECTIVE AGREEMENT**

Between:

**CHARTWELL OAK PARK LASALLE  
RETIREMENT RESIDENCE**

- And -



**UNIFOR AND IT'S LOCAL 2458**

**EFFECTIVE FEBRUARY 1<sup>ST</sup>, 2023 TO AND INCLUDING JANUARY 31<sup>ST</sup>, 2025**

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## **ARTICLE 1 – PURPOSE**

1:01 This Agreement is undertaken to establish satisfactory relations between the Employer and its employees employed within the bargaining unit described in Article 2:01 of this Agreement, to secure prompt and equitable disposition of grievances, and to maintain satisfactory hours, wages, and working conditions for such employees.

Whereas it is the desire of both parties to this agreement:

- (a) To recognize the mutual value of joining discussions and negotiations in all matters pertaining to working conditions.
- (b) To encourage efficiency in operations.
- (c) It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment treating them and their families with the respect and dignity they deserve.

## **ARTICLE 2 – RECOGNITION**

2:01 The employer recognizes the Union as the bargaining agent of all employees of CSH Oak Park LaSalle Inc. c.o.b. as Chartwell Classic Oak Park LaSalle located at 3955 13<sup>th</sup> Street in the Town of LaSalle save and except supervisors, persons above the rank of supervisor, office and sales staff.

2:02 “Employees” as used in this Agreement shall mean those persons described in the bargaining unit set forth in Article 2:01 above.

2:03 In this Agreement words using the masculine gender to include the feminine and neuter; the singular includes the plural and the plural singular, where the text so indicates.

2:04 Where a new job is established by the Employer, the appropriate classification, wage rate, wage range and progression shall be negotiated and the applicable conditions of the agreement shall apply.

If no agreement is reached on the wage rate, wage range and/or progression, the matter may be submitted to arbitration. If a wage increase results from the arbitration award, the same shall be retroactive to the date that the new job commenced or as may be awarded or otherwise agreed by the parties.

## **ARTICLE 3 – DEFINITIONS**

3:01 A full time employee is defined as an employee who is regularly scheduled sixty (60) hours or more per bi-weekly period.

A part-time employee is defined as an employee who is regularly scheduled less than sixty (60) hours per bi-weekly period.

A casual employee is defined as an employee who has no regular schedule and is called-in as needed. Casual employees shall be subject to all terms and conditions of the Collective Agreement, unless specifically set-out otherwise.

Casual employees will provide the Employer with their up-dated availability to accept shifts every four (4) weeks.

A student is an employee who is enrolled in an accredited secondary or post-secondary institution for 60% of a regular course load and may have a regular schedule.

Students will not accumulate seniority for purposes of job competitions or security and will receive pay per schedule "A". Further, students will be subject to the Employment Standards provisions with the exception of union representation. (list the articles)

#### **ARTICLE 4 – UNION SECURITY AND CHECK OFF**

- 4:01 Union dues will be deducted from all employees within the bargaining unit as defined in Article 2 of this Agreement subject to the provisions of this Article, and such employees shall be required to sign any necessary authorization cards for Union dues deductions as a condition of employment.
- 4:02 The employer will deduct from each employee covered by this Agreement an amount equal to the regular month Union dues designated by the Union.
- 4:03 Such dues shall be deducted the 1<sup>st</sup> pay of the month or every pay for full and part-time employees. In the case of newly hired employees, such deduction shall commence as designated by the Union following their date of hire.
- 4:04 The amount of the regular monthly dues or initiation shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.
- 4:05 As a condition of employment, all present and new employees in the bargaining unit shall become and remain members in good standing of the Union as of the first full month of employment.
- 4:06 In consideration of the deducting of Union dues by the Employer, the union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 4:07 The dues deducted each month will be remitted by the Employer to the Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made. The amount of dues deducted shall be shown on the employees T-4 slip. The Employer shall when remitting such dues, provide the Union with a list of the names of the employees from who's pay such deductions were made.



## **ARTICLE 5 – MANAGEMENT’S RIGHTS**

5:01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire, classify, promote, demote, transfer, layoff, recall, direct, assign duties, discharge, suspend or otherwise discipline employees for just cause who have completed their probationary period. A claim of discriminatory transfer, promotion, demotion of classification, or a claim that an employee who has completed his probationary period, has been unjustly dealt with, discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer, subject to the provisions of this agreement.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.
- (d) To determine the number of employees, the extension, limitation, curtailment or cessation of operations or any part thereof except as specifically limited by the express provision of this Agreement.

5:02 The Company and Union will share the cost to print the copies of the Collective Agreement for all employees.

5:03 All correspondence, (subject to the Collective Agreement) between the parties arising out of this agreement or incidental thereto, shall pass to and from the General Manager or her designate and the representatives of the Union.

## **ARTICLE 6 – UNION REPRESENTATIVES (COMMITTEE MEMBERS)**

6:01 The Employer acknowledges the right of the Union to appoint, elect or otherwise select three (3) Union Committee Members, one (1) of whom shall be the Chairperson. The Employer acknowledges and recognizes the right of the Union to have representatives of the Union who are not members of the Bargaining Unit attend grievance, labour/management or negotiating meetings with the Employer.

6:02 The employer agrees to pay three (3) members of the negotiating committee for all scheduled working hours lost due to attending negotiations with the Employer, up to and including conciliation.

6:03 It is acknowledged, understood, and agreed that Committee Members have their regular duties to perform as employees of the Employer. Committee Members shall not leave their regular duties without receiving permission from their immediate supervisor and they will report to their immediate supervisor immediately upon return.

The immediate supervisor shall not unreasonably refuse to grant a Committee Member permission to leave her regular duties for a reasonable length of time in order to perform any of the duties required to be performed by the Committee Members under this Agreement. In accordance with this understanding, Committee Members shall not suffer loss of pay while dealing with grievances as hereinafter provided and granted on the following conditions:

(a) Such business must be between the Union and Employer. Employees having grievances may discuss them with the committee member during working hours provided it does not adversely affect the care of the residents, or operation of the residence.

(b) Grievances may be processed during the stewards working hours without loss of pay, subject to the operational needs of the residence and the schedule of the General Manager, or her designate.

(c) The time shall be devoted to the prompt handling of union business.

6:04 The Union will inform and keep the Employer informed in writing of the name of the Committee Members and the Committee Chairperson. The Employer shall not be required to recognize any such committee member until it has been so notified.

6:05 It is agreed that the Union and the employees will not hold meetings at any time on the premises of Oak Park without the permission of the General Manager.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

7:01 The union, employer or any employee has the right to lodge a grievance with respect to matters specifically arising out of the interpretation, application or alleged violation of this Agreement.

7:02 It is the mutual desire of the parties hereto that complaints of the employee(s) be adjusted as equitably as possible. It is understood that an employee has no grievance until he has first given his supervisor an opportunity to adjust his complaint. The supervisor shall give a decision within five (5) working days of such discussion.

7:03 If an employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within five (5) working days of the supervisor's decision or in the absence of a decision to the grievance, in the following manner and sequence.

### **Step No. 1**

The aggrieved employee shall present his grievance in writing to his supervisor on a regular grievance form supplied by the union. He shall have the assistance of his steward if he so desires. The supervisor shall give his decision within two (2) working days following the presentation of the grievance to him.

If the supervisor's decision is not satisfactory to the Union, then the grievance may be presented as follows:

### **Step No. 2**

Within two (2) working days after the decision is given at step 1, the aggrieved employee may, with his steward, present the grievance to the Employer, or authorized representative. The parties shall schedule a meeting within five (5) working days between the grievor, his steward and the Chairperson of the Grievance Committee and the employer's committee. At this stage the employee may also be accompanied by a full-time representative of the union if this is requested by either party. The decision of the employer will be rendered in writing within five (5) working days following such meeting.

- 7:04 If the final settlement of the grievance is not reached at Step No. 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 9 below at any time within ten (10) working days after the decision is given under Step No. 2, and if no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned.
- 7:05 Any time limits referred to in the grievance procedure or in respect of arbitration within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays and paid holidays. Time limits may be extended by mutual agreement of the parties.
- 7:06 A Union policy grievance, which if defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in a bargaining unit, may be lodged by the Chairperson of the Grievance Committee in writing with the General Manager or his/her designate, at Step No. 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration, in the same manner and to the same extent as the grievance of an employee.

## **ARTICLE 8 – DISCHARGE AND DISCIPLINE CASES**

- 8:01 In the case of the discharge or suspension of an employee, the Employer shall direct a letter to the employee, with a copy to the committee person, confirming such discharge or suspension and the reasons for such action.

Any claim of discharge or suspension, that is without just cause, of an employee who has completed the probationary period subject to Article 10, may be submitted to the

grievance and arbitration procedures within five (5) days of the date of discharge or suspension. Such grievances shall commence at Step 2 of the grievance procedure.

- 8:02 A discharge or suspension grievance may be settled by confirming the Employers action in dismissing or suspending the employee, or by reinstatement of the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8:03 Employees shall be entitled to be accompanied by a Union Committee person when being disciplined if requested. It is understood that probationary employees are entitled to Union representation pursuant to this sub-article.
- 8:04 Any disciplinary notation wherein a suspension has been issued will remain against the record of the employee for eighteen (18) months from the date of notation, at the end of which time, such notation will be cleared. Except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file.
- 8:05 Any disciplinary notation for a written warning will remain against the record of any employee for twelve (12) months from the date of notation, at the end of which time, such notation will be cleared. Except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file.

## **ARTICLE 9 – ARBITRATION**

- 9:01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party in this Agreement and shall contain either a list of three (3) proposed sole arbitrators, or the name of the first party's nominee to a Board of Arbitration.

The parties to this agreement, unless otherwise agreed will use a sole arbitrator for disciplines, job postings, hours of work, overtime and call-ins affecting only the grievor. However, when either party believes that the issue will affect the long term interpretation or application of the Collective Agreement, the parties agree to use a Board, unless mutually agreed to use a sole arbitrator.

The recipient of the notice shall within ten (10) days thereafter, respond either confirming its selection of one of the proposed arbitrators, or provide a list of alternates or designate its nominee to the Board of Arbitration. The two nominees shall endeavour within ten (10) days after the appointment of the second of them to agree upon a Chairman of the Board of Arbitration.

If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member of the Board of Arbitration. If the parties cannot agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a sole arbitrator.



The nominees shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman of the Board of Arbitration within the said period of ten (10) days to discuss the grievance submitted to them with a view to a mutual settlement.

9:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

9:03 Each of the parties shall pay its own expenses including pay for the witnesses it may call and the expenses of its own nominee, and one-half (1/2) the expenses and fees of the Chairman/Sole Arbitrator.

9:04 The Arbitrator, or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved.

Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

9:05 The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

A decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chair shall govern. In a case where the penalty imposed by the Employer is at issue, the arbitrator may substitute or otherwise modify such penalty.

9:06 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

9:07 Any policy grievance involving the interpretation application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of further arbitration, unless the facts are different. No costs of any arbitration shall be awarded to or against any party.

9:08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties, Arbitrator or the Board of Arbitration to have access to any part of the Residence to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Residence.

9:09 By agreement of the parties any unresolved grievance may be forwarded to a mutually agreed upon mediator for resolution.

## ARTICLE 10 – SENIORITY

10:01 New employees will be considered on probation for the first four hundred and fifty (450) hours and will have no seniority rights during that period of time. After four hundred and fifty (450) hours her seniority will date back to the day on which her employment began. Students will not accumulate seniority.

The discharge of a probationary employee or employees during the probationary period shall not be the subject of a grievance herein unless it can be demonstrated that such discharge is a violation of the Ontario Human Rights Code.

10:02 A full-time employee's seniority (regularly scheduled 60 hours bi-weekly or greater) will be defined as the length of service in the bargaining unit with the Employer, from the most recent date of hire, subject to the provisions of this agreement.

For full-time employees, excluding vacation entitlement, whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to the length of employment, subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) Subject to (a) above, during an absence not paid by the Employer, credit for seniority or service under any provisions of the Collective Agreement shall be suspended and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence, subject to statutory requirements.
- (c) **Benefits – Occupational Accident/Illness or Paid Leave**  
This provision applies to both full and part-time employees who are eligible and in receipt of insured benefits.

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving Occupational Accident benefits if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer to pay the aforesaid benefits while in receipt of Occupational Accident Benefits, shall continue for up to twelve (12) months following the date of the injury, unless the employee continues to receive payment from the carrier.

10:03 A part-time and casual seniority (regularly scheduled less than 60 hours bi-weekly, or no regular schedule) shall accumulate seniority in the following circumstances only:

- (a) actually at work for the Employer.
- (b) on an approved leave of absence that is paid by the Employer.

- (c) on a leave of absence and in receipt of pregnancy or parental benefits, or any other legislative requirement respecting seniority.
- (d) off the payroll due to a workplace accident or illness and in receipt of benefits by the insurance carrier. Seniority shall not accumulate beyond twelve (12) months, unless the employee remains in receipt of benefits, in which case the employee will continue to accumulate seniority, subject to below.

10:04 For purposes of wage progression and advancement on the vacation grid, all employees shall accumulate one year of service or any part thereof on the basis of 1850 hours actually worked. (Students are excluded). However, for the purposes of wage progression alone, full-time employees shall progress based on the date of hire.

10:05 For purposes of promotion, demotion, layoff and entitlement to time, full-time shall use their last date of hire and part-time shall use their seniority hours. Where there is a dispute, the Employer shall convert the full-time date of hire to hours. (eg: 3.5 years of seniority multiplied by 1850 hours).

10:06 When an employee transfers from full to part-time or vice versa, seniority shall be converted to date of hire, or hours. One (1) year of seniority is equivalent to 1850 hours.

10:07 Seniority shall operate on a bargaining unit wide basis.

10:08 Seniority lists will be revised and posted in one location in the Residence, on or about March 1<sup>st</sup> and September 1<sup>st</sup> of each year. A copy of the list shall be provided upon request to the Union chair.

If an employee does not challenge the position of her name on the seniority list within thirty (30) calendar days from the date of posting, she shall be deemed to have proper seniority standing.

10:09 Seniority shall terminate and an employee shall cease to be employed by the Employer when she:

- (a) voluntarily quits her employment
- (b) is discharged and not reinstated through the grievance or arbitration procedure.
- (c) is absent from work in excess of two (2) scheduled shifts without a satisfactory reason to the Employer or without notifying the Employer of her intended absence.
- (d) is off the payroll for a continuous period of twenty-four (24) months, is no longer receiving Employer accident insurance benefits and there is no reasonable likelihood of their return to work.

This provision shall be subject to statutory requirements.

- (e) is on layoff for a continuous period of twelve (12) months.
- (f) fails to notify the employer of her intention to return to work within three (3) days of being notified of recall by registered mail or fails to return to work within seven (7) calendar days after being notified of recall.
- (g) fails to maintain current contact information and the Employer is unable to reach them by normal means for a period of two (2) pay periods.
- (h) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given or
- (i) accepts gainful employment with any other employer while on an approved leave of absence without first obtaining the consent of the Employer in writing.
- (j) is a casual Employee refuses to pick up or give availability for a period of three (3) months
- (k) is a casual Employee who is unavailable to work at least one (1) weekend shift a month.

10:10 It shall be the duty of each employee to notify the Employer promptly of any change of address. If the employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee. Notice of recall after layoff shall be sent to an employee by registered mail to his last address on record with the Employer.

## **ARTICLE 11 – LAYOFF AND RECALL PROCEDURE**

11:01 In the event of a proposed lay off of a permanent or long term nature, the Employer will provide affected employees notice according to the Employment Standards Act. A layoff is defined as a greater than 10% reduction in regularly scheduled bi-weekly hours. Layoffs shall be based upon the following factors:

- (a) seniority
- (b) qualification
- (c) skill and ability to do the job with only minimum orientation

11:02 Employees shall be laid off in reverse order of seniority within the same classification. On notification of lay-off an employee may either:

- (a) accept the lay-off, or,
- (b) displace an employee with less bargaining unit seniority, subject to 01 (b) and (c) above. The Employee displaced shall then, be afforded the opportunity to displace, or be laid off.

An employee who is entitled to this option shall provide written notice to her manager within three (3) days of her decision to accept the lay-off or to displace a more junior employee in another classification. Failure to do this will indicate acceptance of lay-off.



- 11:03 (a) Recall to available positions shall be in reverse order of lay-off.
- (b) An employee who returns to work in a classification different from her classification prior to lay-off may return to her original position if it becomes vacant within six (6) months of her return to work.
- (c) No positions will be posted until all employees who were laid off and are still available according to the seniority provision have been given the opportunity to return to work or have refused work or have been found unable to perform the work available.
- (d) An employee who has completed her probationary period and has been laid off may retain but not accumulate her seniority for a period after the lay-off not to exceed the lesser of twelve (12) months.

## **ARTICLE 12 – JOB POSTING**

- 12:01 All full-time and regular part-time vacancies or newly created classifications within the scope of this Agreement which are required to be filled by the Employer, shall be posted for one (1) week at one location in the Residence during which time the employee may apply for the said position in writing on a form supplied by the Employer.
- 12:02 Any notice posted pursuant to 13:01 above shall contain the position, qualifications and shift. (Shift is included for information purposes only subject to change consistent to the Collective Agreement).
- 12:03 If no application is received from an employee of the Residence within one (1) week of the job posting, or if no employee qualifies within the trial period as set forth in 13:07, for the vacancy, then the Employer may hire an employee from outside the bargaining unit.
- 12:04 A vacancy can be filled at the discretion of the Employer on a temporary basis up to one (1) month.
- 12:05 In the event that an employee has been accepted to fill a permanent vacancy, then at anytime within the first sixty (60) days after being assigned to such vacancy he may elect to revert to his old position and if he does so then he shall be precluded from applying for any new vacancy for a period of three (3) calendar months.

Only the original and next one vacancy shall be posted, and all further vacancies which may occur as a result of having filled the original vacancy shall be filled at the discretion of the Employer.

- 12:06 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:
- (a) qualifications, skill and ability
  - (b) seniority

Where the qualifications in factor (a) are equal, then seniority shall govern.

- 12:07 The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article shall become permanent after the period of sixty (60) working days. In the event the applicant proves unsatisfactory in the position during the aforementioned period, he shall be returned to his former position without loss of seniority.

### **ARTICLE 13 – NO STRIKE OR LOCKOUT**

- 13:01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strikes, slowdown, or stoppage of work, and the Employer agrees that there will be no lockout.
- 13:02 The meaning of the words “strike” and “lock-out” as used in this Article shall be as defined in the Labour Relations Act of Ontario.
- 13:03 The parties agree that this workplace falls under the Hospital Labour Disputes Arbitration Act (HLDAA) and as such, the compulsory arbitration provisions will apply if the parties are not able to freely negotiate a collective agreement.

### **ARTICLE 14 – HOURS OF WORK**

- 14:01 The following is not a guarantee of hours per day, or per week and the Employer will schedule such short shifts as are necessary for the effective and efficient operation of the Residence. Split shifts will not be scheduled unless mutually agreed between the Employer and Employee.
- (a) The regular working hours may be seven and one-half (7.5) or eight (8) hours per shift, exclusive of a thirty (30) minute meal period and thirty-seven and one-half (37.5) or forty (40) hours per week.
  - (b) No employee shall be required to work more than six (6) consecutive days without a day off, except in the case of an emergency. This provision does not apply to employees who are not required but accept a call-in.
  - (c) Employees may be required to rotate over two (2) or more shifts. Employees currently working steady shifts may be required to rotate on all shifts in order to maintain competency and continuity of care. The employer will determine the number of rotations required.
  - (d) The Employer will endeavour to schedule sixteen (16) hours off between shifts, but will in any event schedule a minimum of twelve (12) hours between shifts.

This provision does not apply to those employees who agree to accept call-ins and have indicated as such to the Employer in writing.

14:02 Overtime shall be one and one-half (1½) times the employee's regular rate for all time actually worked by the employee in excess of seventy-five (75) hours biweekly or seven and one-half (7½) hours per day. Overtime is voluntary, but authorization for overtime hours is required in all circumstances.

14:03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

14:04 Employees working at the beginning and conclusion of daylight saving time will be paid for their actual hours worked at their regular rate of pay.

14:05 When an employee is required (scheduled) by the Employer to report for work and is notified with less than one (1) hour prior to the shift that no work is available, she shall be required to work a minimum of three (3) hours. In the event the employee does not work, they shall not be eligible for the three (3) hours pay.

14:06 **Call-Ins**

In the event a shift becomes available and the Employer determines to fill the shift, the following procedure shall be used:

(a) Employees, within the classification, shall be called in by seniority on a rotating basis.

(b) In the event an employee does not answer the phone, a message will be left and calls will continue until either the shift is filled, or the Employer determines to abandon the effort.

(c) Employees will not be called who are known to be unavailable, or who would be in an overtime situation.

(d) In the event there are no employees within the classification who are available and the Employer determines to fill the shift, the Employer will call in employees who are qualified and need no orientation to fill the shift, on a rotating basis.

(e) In the event the Employer determines to fill the shift at premium pay, the most senior employee within the classification, will be offered the shift on a rotating basis.

14:07 **Call Back**

When an employee is called back to work after leaving the Residence upon completion of her shift, such employee will receive a minimum of three (3) hours at straight time rates, or actual hours worked at time and one-half (1½) her regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

14:08 **Relief Periods**

Employees working 7.5 hours shall be entitled to two (2) paid fifteen (15) minute break and an unpaid half (½) hour meal break.

Employees working less than 7.5 hours, but greater than five (5) hours, shall be entitled to one (1) thirty (30) minute unpaid meal break.

Employee's working less than five (5) hours shall not be entitled to a break.

Employees shall take breaks at a time and location designated by the Employer. Employees on a paid break shall not leave the building.

#### **Meal**

One (1) staff meal will be provided to employees, subject to availability at a discounted price. The Employer may substitute the meal with another meal at their sole discretion. Coffee and tea are provided during breaks and meal times only. All other beverages, snacks, fruits are excluded.

Staff shall not access fridges, freezers or storage areas related to food services in order to obtain their meal. Staff must request the meal from the cook on duty or the kitchen Manager. Further, staff must wait until the meal service is completed, prior to requesting food from the kitchen.

In the event their scheduled meal time conflicts with the above, the cook on duty or manager will provide them with a meal in advance of the resident's meal.

It is understood and agreed that the meal provided by the Employer is the main meal of the shift for which they are scheduled to work.

14:09 There shall be no pyramiding of overtime under any provisions of this Agreement.

14:10 The first shift of the day shall be the night shift, starting on or about 2300 hours.

14:11 Full-time employees shall schedule every other weekend off and for the purposes of this article a weekend begins Saturday at 0700 and ends Sunday at 2300 hours. The Employer will endeavour to schedule part-time employees one (1) in three (3) weekends off.

14:12 The Employer will post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule. No changes shall be made to the schedule after it has been posted, without the consent of the employee affected.

14:13 Requests for time off must be submitted in writing to the immediate supervisor, one (1) week prior to the posting of the new schedule and shall be granted, subject to the operational requirements of the residence.

14:14 Exchanging of shift(s) will only be permitted when all of the following conditions are met:

1. (a) Both employees involved must mutually agree to exchange and the request will be written on a shift exchange form, supplied by the Employer.



(b) Employees must be from the same classification and the exchange must take place in the same pay period.

(c) Final approval shall be obtained from the Supervisor.

2. (a) In the event 1 (a), (b) and (c) is accomplished and where one or two of the employees do not report for work, the Employer shall not be held responsible for overtime premiums when required to have a third employee called in as a replacement.

14:15 Any employee required to report at the beginning or end of her shift as determined by the Employer, shall be paid at her regular rate, or overtime rate of pay, if applicable for all time in excess of fifteen (15) minutes.

14:16 When an employee is assigned to work temporarily in lower classification, she shall maintain her current rate of pay.

In the event she is assigned to work in a higher paying classification, for greater than three (3) hours, she shall receive the rate of pay immediately above her rate of pay in the higher classification for the full shift.

14:17 In the event an employee accepts a call-in, she shall be paid the classification rate of pay consistent with her service for the classification she agreed to fill. Call-ins will only result in overtime pay subject to paragraph 2 above.

14:18 Articles 14 and 15 shall not apply to the RPN classification. Guest Attendants may be required by the Employer to deliver the medications, per legislative requirements, under the direction of the Employer and this will not result in an increase in payment.

14:19 In the event the Employer determines to change the schedule, or hours of work, it will give the union as much notice as possible and will consider any submissions provided by the union. However, nothing herein shall minimize, amend, or restrict the Employer's rights to manage the Residence in all aspects.

## **ARTICLE 15 – PAID HOLIDAYS**

15:01 Employees covered by this Agreement shall be entitled to receive the following holidays with pay:

New Year's Day	Thanksgiving Day
Family Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	
Canada Day (July 1)	

15:02 In order to be entitled to payment for holidays not worked, an employee must work his/her regular scheduled shift immediately before and following any of the above-named holidays. The Employee will not be paid for the holiday if he/she has been

instructed to report to work on the holiday and has failed to do so unless such absence was due to a satisfactory reason.

15:03 Employees working on one of the above noted holidays, shall receive one and one half (1 ½) the employees' regular hourly rate plus holiday pay in the same pay period.

15:04 Employees not scheduled to work on one of the above noted paid holidays, shall receive holiday pay consistent with the Employment Standards Act.

15:05 Holiday pay will be computed on the basis of the number of hours the employee was paid in the four (4) weeks preceding the week of the holiday, including vacation pay, divided by twenty (20), or the average of the total amount of wages and vacation pay payable during the thirteen (13) weeks preceding the holiday whichever is greater.

All employees, with the exception of Casuals and Students, shall be eligible for two (2) float holidays. In order to be entitled to a float holiday, employees must complete one (1) year of service or 1850 hours worked. Float holiday hours shall be calculated in accordance with paragraph 05 above.

15:06 Employees working on one of the above noted holidays shall receive one and one half the employee's regular rate plus any 1 of the following listed below:

- (i) plus holiday pay in the same period
- (ii) take an alternate day off at a mutually agreeable time within sixty (60) days of the holiday with the exception for Christmas and New Year's Day wherein the day will be arranged by mutual agreement. Payment will be calculated as per ESA.

Employees must inform their manager in advance of the option they are choosing.

Note: (failure to inform the employer of the choice will default at option i).

## **ARTICLE 16 – VACATIONS**

16:01 The Residence will grant annual vacations to employees on the following basis.

- <1850 hours – vacation pay at 4% of gross wages
- >1850 – 9250 – two (2) weeks' vacation at 4% gross wages
- >9250 – 18,500 – three (3) weeks at 6% of gross wages
- >18,500 – 27,750 – four (4) weeks at 8% of gross wages
- >27,750 – five (5) weeks at 10% of gross wages.

"Gross wages" includes regular earnings, overtime pay, public holiday pay and termination pay.

Hours used to accumulate vacation credits shall be hours actually worked.

Employees will transition from one level of entitlement to the next at the beginning of the pay period immediately following the above noted levels.

- 16:02 Full time will be paid accrued vacation when they take their vacation and part time vacation pay shall be paid out the last full pay period in June and December of each year and employees cannot carry over from year to year.

All employees will be paid accrued vacation when they take their vacation. Any excess vacation pay will be paid out in the last pay period of the calendar year.

Employees who have three (3) weeks or more vacation will be allowed to break up one (1) of those weeks as single days.

- 16:03 The vacation year shall run from January to December.

- 16:04 The Employer will post a blank vacation schedule on March 1<sup>st</sup> of each year.

All vacation requests must be submitted to the Residence in writing on or before the end of the month in which the blank vacation schedule is posted. The Residence shall post the final vacation schedule not later than April 15<sup>th</sup> and it shall not be altered except by mutual agreement or to meet the needs of the Residence.

- 16:05 The Employer shall arrange staff vacation schedules, considering operational requirements. In cases of conflict, preference for vacations shall be governed by seniority. Notwithstanding the foregoing, vacation requests submitted after vacation requests have been approved, are subject to availability and shall be considered in the order they are received.

- 16:06 All employees who leave the Residence for any reason shall be entitled to receive any unpaid vacation pay which had been accumulated to her date of separation, provided they give the Residence two weeks notice. In the event they fail to provide two-weeks notice, vacation pay shall be paid in accordance with Employment Standards Act.

- 16:07 Each Employee may request and be granted up to two (2) weeks vacation during the summer vacation period. Once each individual has had opportunity to make a request for up to two (2) weeks of vacation time, additional available vacation time will be allotted by seniority, one (1) week at a time. The summer vacation period is defined as beginning with and inclusive of the weekend of the Victoria Day Holiday and ending after Labour Day. A week of vacation is understood as starting on a Monday.

## **ARTICLE 17 – LEAVE OF ABSENCE**

- 17:01 The Employer may grant a leave of absence if an employee requests it in writing from the Employer provided the request is received within thirty (30) days and the granting of the leave does not interfere with the effective and efficient operation of the Residence.

## **ARTICLE 18 – UNION LEAVE**

18:01 The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other union business. The union agrees that, in making requests for leave of absence, that it not unduly effect the proper operations of the Residence.

18:02 Union leaves of absence will be granted according to the following:

- (a) The Employer shall endeavour to grant requests for up to two (2) employees at one time.
- (b) The Employer shall endeavour to grant requests for up to two (2) employees from any department at any one time.
- (c) The Employer shall endeavour to grant leaves in excess of the above. Such requests will be considered and not unreasonably denied.

18:03 Employees on such leave of absence will be paid by the Employer, provided they were scheduled to work, who will be reimbursed by the Union for the amount paid to the employees.

18:04 For such leave of absence the union must give two (2) weeks clear notice to the Employer, unless agreed to otherwise.

## **ARTICLE 19 – PREGNANCY/PARENTAL LEAVE**

19:01 Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario.

19:02 An employee will continue to accumulate seniority during pregnancy and/or parental leave.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

20:01 When a death occurs in an employee's immediate family (including the employee's current spouse, child or stepchild), an employee, if scheduled to work, will be excused for up to five (5) days with pay, between the date of death and the day following the funeral/alternative service.

20:02 When a death occurs in an employee's extended family (including the employee's parents or step-parents, parent or step-parent of a current spouse, brother or step-brother, sister or step-sister, grandparent or grandchild, spouse's grandparents) an employee if scheduled to work, on request, will be excused for up to three (3) days with pay between the date of the death and the day of the funeral/alternative service.



- 20:03 In the event an employee's brother-in-law, sister-in-law, aunt or uncle, niece or nephew die, an employee, if schedule to work, shall be granted one (1) day's leave with pay to attend the funeral/alternative service.
- 20:04 The Employer may request proof of death and/or attendance at a funeral or memorial service. Payment under this clause applies only for regularly scheduled days lost from the date of death to the date of or following the funeral/alternative service, or memorial service.
- 20:05 An unpaid bereavement leave for any other relative or friend may be requested by the employee and may be approved by Management.
- 20:06 In the event a memorial Spring interment service is not held within the above time allotments and the Employer is notified immediately, the employee will be allowed to utilize one (1) day of their allotment at such time.

## **ARTICLE 21 – JURY DUTY**

- 21:01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Residence, the employee shall not lose regular pay because of such attendance, provided that the employee:
- (a) notifies the residence immediately on the employee's notification that he will be required to attend at court;
  - (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the residence the full amount of compensation received excluding mileage, traveling and meal allowance, and an official receipt thereof;
  - (d) total payments as outlined above not to exceed thirty (30) working days.

## **ARTICLE 22 – WAGES AND CLASSIFICATIONS**

- 22:01 Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.
- 22:02 The regular pay day for all employees covered by this Agreement shall be Thursday on a bi-weekly basis. Normally pay stubs will be available by 10:00 a.m. Wages are paid by direct deposit into the employees account at a bank or other financial institution. In the event that Friday is a holiday, the payday will be the day before.
- 22:03 Should the Employer make an error on an employee's pay of greater than or equal to a days pay, the Employer shall correct the error within three (3) business days. Errors of less than a days pay shall be corrected on the next payroll run.

## **ARTICLE 23 – SHIFT PREMIUM & WEEKEND PREMIUM**

23:01 The employer will continue to pay fifty cents (\$0.50) midnight shift premium as it is currently being paid.

23:02 Employees will be entitled to a weekend premium of twenty cents (\$0.20) per hour worked for all eligible hours commencing Friday night at 11:00 pm and ending Sunday night at 11:00 pm.

Effective three (3) full pay periods following ratification, increase the weekend premium by ten cents (\$0.10) to thirty (\$0.30) per hour worked for all eligible hours commencing Friday night at 11:00 pm and ending Sunday night at 11:00 pm.

## **ARTICLE 24 – UNIFORM ALLOWANCE**

24:01 All eligible employees will be provided with a uniform allowance and must keep them clean, stain free and in a good state of repair. Kitchen staff will get their first shirt for free (one time only).

24:02 **Uniform allowance**

Seven cents (\$0.07) cents per hour worked. Employees will receive the payment every pay period.

## **ARTICLE 25 – HEALTH AND WELFARE**

25:01 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible employees who have completed their probation period and in the active employ of the Employer towards the premium coverage and its cost share under the current insurance plans as summarized and set out below subject to their respective terms and conditions including any enrolment requirements. It is understood that the Employer is only responsible to pay the premiums and its cost share.

25:02 The Employer may substitute another carrier provided that the level of benefit coverage remains comparable. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

25:03 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a copy of the Master Policy. In the event there are problems with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer.

25:04 **Eligibility**

Employees regularly scheduled sixty (60) hours bi-weekly or more (job posting) shall be eligible, subject to the provisions of the Carrier for life insurance in the amount of \$25,000 with an accidental death and dismemberment rider, and the Employer will pay 100% of the premiums. In addition, such employees will be eligible, subject to the

provision of the Carrier to the health and dental benefits. The Employer will pay 100% of the premiums for such coverage.

Employees regularly scheduled less than sixty (60) hours bi-weekly, and equal to or greater than 37.5 hours bi-weekly (job posting) shall be eligible, subject to the provisions of the Carrier for life insurance in the amount of \$15,000 with an accidental death and dismemberment rider, and the Employer will pay 100% of the premiums. In addition, such employees will be eligible, subject to the provision of the Carrier to the health and dental benefits. The Employer will pay 50% of the premiums for such coverage. The premiums shall be deducted from the employee's wages.

Employees regularly scheduled less than 37.5 hours bi-weekly, and equal to or greater than twenty (20) hours bi-weekly (job posting) shall be eligible, subject to the provisions of the Carrier for life insurance in the amount of \$15,000 with an accidental death and dismemberment rider, and the Employer will pay 100% of the premiums.

Employees regularly scheduled less than twenty (20) hours bi-weekly (job posting) shall not be eligible for benefits.

25:05 Eye Glass Coverage - \$275/24 months, Eye Exam \$90/24 months.

25:06 Effective three full pay periods following ratification, increase the paramedical entitlement by \$100 to \$400.

## **ARTICLE 26 – BULLETIN BOARDS**

26:01 The Employer shall provide a Staff Bulletin Board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings or any other notice pertaining to the Union's affairs.

The Administrator shall be notified in advance and the Union agrees to post notices that are consistent with the purpose clause.

## **ARTICLE 27 – DISCRIMINATION**

27:01 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect of any person employed by the Employer on account of membership or non-membership in any trade union or association or because of activity or non-activity in the Union.

27:02 There shall be no discrimination on the part of the employer, the Union or any employees covered by this agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political or religious affiliation with respect to employment, placement, promotion, salary determination or other terms of employment.

**27:03 Workplace Harassment**

The Employer and the Unifor are committed to providing a harassment free workplace. Reports of harassment will lead to an investigation of the alleged incident being conducted, and if warranted, appropriate corrective action will be taken.

**ARTICLE 28 – GENERAL**

**28:01 Interview Period**

A Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once between the end of the orientation period and the completion of probation for the purpose of informing such employee of the existence of the Union in the Residence, and presenting such employee with a copy of the Union Agreement. The meeting shall be scheduled by the employer at a mutually agreed to time and at a suitable location.

**ARTICLE 29 – LABOUR MANAGEMENT MEETINGS**

29:01 A Committee of the Union selected by the Union and Management representatives shall meet as required, at a time agreeable to both parties. An employee who attends such meetings on a scheduled day of work shall be compensated at her regular rate of pay for time spent in actual attendance at the meeting. The Committee shall have equal/balanced representation by both parties.

**ARTICLE 30 – NO CONTRACTING OUT**

30:01 The employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees results from such contracting out.

**ARTICLE 31 – WORK OF THE BARGAINING UNIT**

31:01 Persons outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in layoff of an employee in the bargaining unit. Positions excluded from the bargaining unit may continue to perform their duties and this will not be considered a violation of this article.

**ARTICLE 32 – RETIREMENT ALLOWANCE**

32:01 The Employer shall provide each eligible employee the opportunity to contribute to a self-directed, RRSP Program. The Employer is only required to match eligible employee's contributions, to a maximum of 3% to 4% effective January 31<sup>st</sup>, 2017.

32:02 Eligible employees are those who have completed their probation period. It is the responsibility of the employee to complete all enrolment forms and mail them to the Carrier. The Employer and the employee are subject to any and all obligations stipulated by the Carrier and it is understood that such stipulations may change from time to time and the Employer will, as appropriate advise employees of any changes as soon as possible.



- 32:03 The employee matching contribution to a maximum of 4% shall be deducted each pay period and remitted to the Carrier not later than thirty (30) days following the month in which the contributions were earned. Employees may make additional voluntary contributions and such additional voluntary contributions shall be subject to Carrier and Employer policy and applicable legislation.
- 32:04 The definition of applicable wages for purposes of determining contributions to the program shall be the basic straight time wages for all hours worked, including regular holiday pay (excluding holiday premium pay) and vacation pay.
- 32:05 There are no withdrawals from the plan except for first time home buyers program, lifelong learning or any other provision under legislation or Carrier policy. In the event the employee leaves employment for any reason, she may transfer the funds consistent with the Carrier's policy.

### **ARTICLE 33 – ACCIDENT PREVENT/HEALTH & SAFETY COMMITTEE**

- 33:01 1. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Facility in order to prevent accidents, injury and illness and abide by the OHSA as amended.
2. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention/Health and Safety Committee one (1) representative elected or appointed by the Union from amongst bargaining unit employees. The Committee shall have equal/balanced representation by both the Union and the Employer.
3. Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
4. The Employer agrees to co-operate in providing necessary information to enable the Committee to fulfill its functions.
5. Meetings shall be held as required or at the call of the chair(s) if required. The Committee shall maintain minutes of all meetings and make the same available for review.
6. Any representative appointed or selected in accordance with 2. hereof shall serve for a term on one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year.

Time off for such representative(s) to attend meetings of the Accident Prevention/Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

7. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

33:02 The Employer, Union & Employees will abide by the OHSA, as amended with respect to risks & precautions.

33:03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make inspections as required of the workplace and shall report to the health and safety committee the results of their inspection.

The members of the committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

#### **ARTICLE 34 – OCCUPATIONAL ACCIDENT INSURANCE**

34:01 The Employer shall provide insurance to cover work related injuries, accidents or illness through a private insurance carrier. The choice of carriers rests with the Employer. The Employer agrees to provide benefits as are currently in place at date of ratification.

Where an employee is absent due to illness or injury that is compensable by occupational accident insurance, the following shall apply:

- (a) The Employer shall continue to pay its share of the premiums of any and all health and welfare benefits for a period of twelve (12) months from the date the absence commenced, or until the employee is no longer in receipt of accident benefits.
- (b) An employee will not be eligible for paid holidays, sick leave, or any other benefits of this Agreement during any absence covered by the occupational accident insurance except where specified otherwise. An employee's absence during which she receives this compensation shall be considered as time worked only for the purpose of calculating vacation time entitlement, provided the employee returns to work within two (2) years after the injury or illness occurred.
- (c) An injured employee shall have a period of two (2) years, from date of accident, within which she shall retain seniority; within these two (2) years she shall have the right to return to work, but only if she provides a statement from her doctor indicating to the Employer that she has the capacity to fully perform her pre-injury duties.
- (d) If an employee returns to work within a two (2) year period, she shall regain her former position if it still exists, or its equivalent without loss of seniority accrued

to the date of injury. The returning employee will displace the least senior employee within her classification and the displaced employee(s) will revert to their former position if it exists or be laid off without the requisite notice.

### **ARTICLE 35 – SICK LEAVE**

35:01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income due to a personal illness and will be granted to all employees who are regularly scheduled at part time or full time status.

Employees who have completed the probation period shall begin to accumulate 7.5 hours sick leave for every 162.5 hours worked. In the event an employee is ill and has sick credits available, they shall be compensated at 100% of their current rate of pay for regularly scheduled hours lost due to sickness at non-overtime rates. Sick leave shall not be used to calculate overtime.

Full time employees may accrue a maximum of five (5) days to a maximum of 37.7 hours, and part time three (3) days to a maximum of 22.5 hours, with an ability to carry over two (2) days for full time (15 hours) and one (1) day (7.5 hours) for part time.

### **ARTICLE 36 – SICK CALLS**

36:01 Employees who will be unable to attend work due to illness or other emergency, shall contact the Employer as soon as possible, and shall endeavour to make such contact not later than three (3) hours prior to the start of their afternoon or midnight shift, and two (2) hours prior to the start of their day shift.

### **ARTICLE 37 – TERM OF AGREEMENT**

37:01 This Agreement shall become effective on the 1<sup>st</sup> day of February 2023 and shall continue in effect until the 31<sup>st</sup> day of January, 2025, and shall continue in effect thereafter from year to year unless amended through negotiations.

37:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the termination date.

### **ARTICLE 38 – PAID EDUCATION LEAVE**

38:01 Effective December 2017, the Employer shall pay to the Union a one-time \$750 contribution for the life of the collective agreement to be used for the Unifor Paid Education Leave Program (PEL).

## SCHEDULE "A" – WAGE RATES & CLASSIFICATIONS

CLASSIFICATION	STEPS	1-Feb-23		1-Oct-23	1-Feb-24
		3% GWI	1% Spcl Adj		3% GWI
Activity Aide/PT Receptionist/Dishwasher/ Server/Housekeeper	Start	15.97	16.13	16.55	17.05
	450 Hrs	16.09	16.25	16.55	17.05
	1850	16.41	16.57	16.57	17.07
Prep Cook	Start	15.97	16.13	16.55	17.05
	450 Hrs	16.42	16.58	16.58	17.08
	1850	16.85	17.02	17.02	17.53
Guest Attendant	Start	17.91			18.45
	450 Hrs	18.66			19.22
	1850	19.13			19.70
Cook	Start	20.28			20.89
	450 Hrs	21.12			21.75
	1850	21.45			22.09
RPN	Start	25.29			26.05
	450 Hrs	26.34			27.13
	1850	27.00			27.81

### Retroactivity

Increase to the wage schedule shall be retroactive to the dates specified and based on hours worked. Retroactivity shall be paid as soon as possible but, in any event, with three (3) full pay periods of receipt of written notice of ratification. Such payments shall be made on a separate cheque or itemized on employee's regular pay cheque. Retro will be paid to current employees.

### **LETTER OF UNDERSTANDING – RE: ABUSE**

The parties agree that abuse or threatening behaviour is not tolerated. When an employee is faced with abuse or threatening behaviour and it may be necessary for the employee to leave the threatening or abuse or threatening behaviour, she shall notify her immediate supervisor immediately, who will assess the situation and provide direction.

### **LETTER OF UNDERSTANDING – RE: UNPAID LUNCH**

The parties agree that employees may leave the building on their unpaid lunch, provided they have not been required by the Employer to remain in the building, that they report to the charge person that they are leaving the building, report to the charge person that they have returned and meet the time-keeping requirements of the Employer. It is understood that an employee required by the Employer to remain in the building during their unpaid lunch, shall be compensated for their lunch period at their regular rate of pay and such time shall not be used to trigger premium pay.

### **LETTER OF UNDERSTANDING – RE: NEW EMPLOYMENT QUALIFICATIONS OF UPGRADES**

In the event the Employer requires an employee to obtain new qualifications, or upgrade existing qualifications, the Employer shall pay the Employee's regularly scheduled hours for time spent in the course and for the cost of the program. It is understood that this requirement does not include re-certifications for conditions of employment, such as RPN re-licensing, RPN education (education to maintain designation or enhance professional qualifications), Food Handlers Course, First Aide, or CPR recertification, etc.

In the event the Employee takes the course and subsequently leaves employment within 6 months of completion, the Employee shall refund the full cost of the course prior to the last day of employment.

The Employer will endeavour to maintain its existing practice of providing its current re-certification programs.

### **LETTER OF UNDERSTANDING – RE: REPORTING**

The existing principle of reporting to the oncoming shift shall remain in place and the parties will endeavour to minimize as much as possible the communication of resident or Residence concerns at the change over of shifts.

In the event the parties are unable to meet this requirement, the Employer reserves the right to implement paragraph 13. Prior to implementation, the parties will meet at a duly called Lab/Mgt meeting and seek an amicable resolution. However, it is understood and agreed that failure to reach such resolution will result in the implementation of said article.



### **LETTER OF UNDERSTANDING – RE: CHRISTMAS SCHEDULE**

The parties agree to meet in the fall, prior to the posting of the Christmas/New Years schedule to discuss the scheduling during this time of the year. The parties will draft a procedure that will be on a trial basis for the 2009 season.

### **LETTER OF UNDERSTANDING – RE: SHIFT GIVEAWAYS**

The Employer may grant one shift giveaway per pay period to a maximum of 6 per year with the following criteria:

1. Giveaways will not invoke any overtime provision.
2. Seniority will not determine who gets the giveaways.
3. Giveaways can only be taken one at a time and not combined with vacation and stat days or any type of leave of absence.
4. Giveaways will be tracked by the Employer.
5. The Employer has the right to refuse any giveaways due to scheduling.
6. The Employer and the Union agree that the Employer has final discretion.
7. The Employee requesting the giveaways must find their own replacement.
8. The Employee requesting the giveaways and the Employee accepting the giveaways must sign off prior to the giveaway. They must also have their supervisor sign off.
9. The Employee accepting the giveaway has an obligation to work the shift.

### **LETTER OF UNDERSTANDING – RE: WOMEN’S ADVOCATE**

In order to best support someone facing gender-based and/or domestic violence issues and concerns, both parties will commit to develop and establish the unit’s position of a Women’s Advocate. Whereas, the goal of this representative is to provide non-judgemental support to those who may need assistance. Focusing on providing direction on a secure commitment to confidentiality and overall safety.

### **LETTER OF UNDERSTANDING – RE: AGED 65+ BENEFITS**

Employees who are eligible for benefits under the collective agreement and continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as an active employee under the age of 65 except as modified as below:

After age 65:

- Life insurance as per the entitlement in the collective agreement
- Extended Health as per the entitlement in the collective agreement
- Vision Care as per the entitlement in the collective agreement
- Dental as per the entitlement in the collective agreement

After age 70:

- Extended Health as per the entitlement in the collective agreement
- Vision Care as per the entitlement in the collective agreement
- Dental as per the entitlement in the collective agreement

## LETTER OF UNDERSTANDING – RE: MENTAL HEALTH/HEALTH AND SAFETY

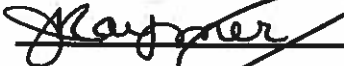

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental health illness and creating a safe and comfortable workplace environment for everyone.

## LETTER OF UNDERSTANDING – RE: RACIAL JUSTICE ADVOCATE

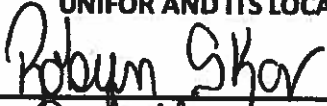

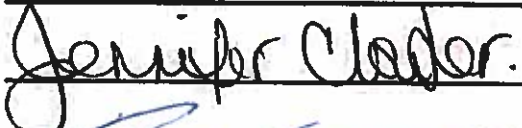

The parties are committed to promoting a workplace that is inclusive of diverse communities including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LBGTQIA2+).

DATED AT WINDSOR, ONTARIO THIS 4<sup>th</sup> DAY OF December, 2023.

CHARTWELL OAK PARK LASALLE  
RETIREMENT RESIDENCE

  
  
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UNIFOR AND ITS LOCAL 2458

  
  
Molly Victor  
  
  
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